

1 J. Andrew Coombs (SBN 123881)  
2 *andy@coombspc.com*  
3 Annie S. Wang (SBN 243027)  
4 *annie@coombspc.com*  
5 J. Andrew Coombs, A Prof. Corp.  
6 517 East Wilson Avenue, Suite 202  
7 Glendale, California 91206  
8 Telephone: (818) 500-3200  
9 Facsimile: (818) 500-3201

10 Attorneys for Plaintiff Louis  
11 Vuitton Malletier, S.A.

12 InexpensiveDomains.com, LLC,  
13 a California limited liability company  
14 2611 Intrigue Lane  
15 Brentwood, CA 94513

16 Doktor Gurson,  
17 an individual and d/b/a InexpensiveDomains  
18 2611 Intrigue Lane  
19 Brentwood, CA 94513

20 Defendants, *in pro se*

21 UNITED STATES DISTRICT COURT

22 NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO DIVISION)

23 Louis Vuitton Malletier, S.A., ) Case No. CV 07-6345 VRW  
24 v. )  
25 Plaintiff, ) JOINT STIPULATION RE ENTRY OF  
26 ) CONSENT DECREE; [PROPOSED]  
27 ) CONSENT DECREE AND  
28 ) PERMANENT INJUNCTION  
Doktor Gurson, an individual and d/b/a )  
InexpensiveDomains, et al., )  
Defendants. )

29 WHEREAS Louis Vuitton Malletier, S.A. ("Louis Vuitton" or "Plaintiff") having filed a  
30 Complaint in this action charging Defendants Doktor Gurson, an individual and d/b/a Inexpensive  
31 Domains and Inexpensive Domain.com, LLC, a California limited liability company (collectively  
32 "Gurson Defendants") and others, for copyright and trademark infringement, and the parties  
33 signing hereto desiring and having agreed to settle the controversy between them.

1           Louis Vuitton and the Gurson Defendants, by and through Plaintiff's counsel of record and  
2 the Gurson Defendants, *in pro se*, stipulate and agree as follows:

3           1. That a Permanent Injunction and [Proposed] Consent Decree may be entered upon the  
4 terms set forth below.

5           2. The Gurson Defendants stipulate not to appeal the Consent Decree entered pursuant to  
6 this Stipulation and hereby waives all rights to appeal from it. The Gurson Defendants hereby  
7 waive any rights which they may have to request or to have a new trial or any rights which they  
8 may have to otherwise challenge, directly or collaterally, the Injunction entered pursuant to the  
9 terms of this Stipulation, unless there is a breach by Louis Vuitton of the Release and Settlement  
10 Agreement and this Stipulation.

11           3. The Gurson Defendants acknowledge that they have completely read the terms of this  
12 Stipulation and [Proposed] Order and fully understand the terms and consequences of the  
13 Stipulation and [Proposed] Order.

14           4. The waiver by a party to this Stipulation of the performance of any covenant, condition  
15 or promise herein shall not invalidate this Stipulation nor shall any such waiver be construed as a  
16 waiver or relinquishment of the performance of any other covenant, condition or promise in this  
17 Stipulation.

18           5. This Stipulation may be amended or modified only by a written instrument signed by all  
19 the Parties.

20           6. The claims for relief, and each of them, alleged by Louis Vuitton against the Gurson  
21 Defendants only, shall be dismissed with prejudice.

1           7. This Stipulation shall be binding on and inure to the benefit of the Parties to it, their  
2 successors, heirs or assignees.  
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4           IT IS SO STIPULATED:  
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6           Dated: 3-29, 2008  
7

8           J. Andrew Coombs, A Professional Corp.  
9

10          By: J. Andrew Coombs  
11          Annie S. Wang  
12          Attorneys for Plaintiff Louis Vuitton  
13          Malletier, S.A.  
14

15          Dated: 3/14, 2008  
16

17          Doktor Gurson, an individual and d/b/a  
18          InexpensiveDomains  
19

20          By: Doktor Gurson  
21          Defendant  
22

23          Dated: 3/14, 2008  
24

25          InexpensiveDomains.com, LLC,  
26          a California limited liability company  
27

28          By: Doktor Gurson  
29          Its: President  
30          Defendant  
31

32          The Court, having read and considered the Joint Stipulation Re Entry Of Consent Decree;  
33          [Proposed] Consent Decree And Permanent Injunction that has been executed by Plaintiff Louis  
34          Vuitton Malletier, S.A. ("Louis Vuitton") and Defendants Doktor Gurson, an individual and d/b/a  
35          Inexpensive Domains and Inexpensive Domain.com, LLC, a California limited liability company  
36          (collectively "Gurson Defendants") in this action, and good cause appearing therefore, hereby:

37          ORDERS that based on the parties' stipulation and only as to the Gurson Defendants, their  
38          successors, heirs, and assignees, this Injunction shall be and is hereby entered in the within action  
39          as follows:

40          1)       This Court has jurisdiction over the parties to this action and over the subject matter hereof  
41          pursuant to the Lanham Act, 15 U.S.C. § 1051, et seq., and 28 U.S.C. §§ 1331, 1338 and 1367.  
42          Service of process was properly made against the Gurson Defendants.

- 1           2)     Louis Vuitton claims that it owns or controls the pertinent rights in and to the trademarks  
2 listed in Exhibit A attached hereto and incorporated herein by this reference. The trademarks  
3 identified in Exhibit A are collectively referred to herein as the "Louis Vuitton Trademarks."  
4
- 5           3)     Louis Vuitton claims that it owns or controls the pertinent rights in any to the copyrights  
6 listed in Exhibit B attached hereto and incorporated herein by this reference. The copyrights  
7 identified in Exhibit B are collectively referred to herein as the "Louis Vuitton Copyrights." The  
8 Louis Vuitton Trademarks and Louis Vuitton Copyrights are collectively referred to herein as the  
9 "Louis Vuitton Properties."
- 10          4)     Louis Vuitton has alleged that the Gurson Defendants have made unauthorized uses of the  
11 Louis Vuitton Properties or substantially similar likenesses or colorable imitations thereof.  
12
- 13          5)     The Gurson Defendants and their agents, servants, employees and all persons in active  
14 concert and participation with them who receive actual notice of the Injunction are hereby  
15 restrained and enjoined from:  
16
- 17           a)     Infringing the Louis Vuitton Properties, either directly or contributorily, in any  
18 manner, including generally, but not limited to manufacturing, importing, distributing,  
19 advertising, selling and/or offering for sale any unauthorized product which features any of  
20 the Louis Vuitton Properties ("Unauthorized Products"), and, specifically from:  
21
- 22              i)     Importing, manufacturing, distributing, advertising, selling and/or offering  
23 for sale the Unauthorized Products or any other unauthorized products which  
24 picture, reproduce, copy or use the likenesses of or bear a confusing similarity to  
25 any of the Louis Vuitton Properties;
- 26              ii)    Importing, manufacturing, distributing, advertising, selling and/or offering  
27 for sale in connection thereto any unauthorized promotional materials, labels,  
28 packaging or containers which picture, reproduce, copy or use the likenesses of or  
bear a confusing similarity to any of the Louis Vuitton Properties;
- iii)   posting any links to websites which offer product purporting to be Plaintiff's  
product or any imitation or replica thereof;

1                          iv) Engaging in any conduct that tends falsely to represent that, or is likely to  
2 confuse, mislead or deceive purchasers, the Gurson Defendants' customers and/or  
3 members of the public to believe, the actions of the Gurson Defendants, the  
4 products sold by the Gurson Defendants, or the Gurson Defendants themselves are  
5 connected with Louis Vuitton, are sponsored, approved or licensed by Louis  
6 Vuitton, or are affiliated with Louis Vuitton;

7                          v) Affixing, applying, annexing or using in connection with the importation,  
8 manufacture, distribution, advertising, sale and/or offer for sale or other use of any  
9 goods or services, a false description or representation, including words or other  
10 symbols, tending to falsely describe or represent such goods as being those of Louis  
11 Vuitton.

12                        b) diluting and infringing the Louis Vuitton Properties and damaging Louis Vuitton's  
13 goodwill, reputations and businesses; and

14                        c) effecting assignments or transfers, forming new entities or associations or utilizing  
15 any other device for the purpose of circumventing or otherwise avoiding the prohibitions  
16 set forth in this Consent Decree.

17                        6) Each side shall bear its own fees and costs of suit.

18                        7) Except as provided herein, all claims alleged in the Complaint are dismissed with prejudice  
19 as to the Gurson Defendants only.

20                        8) This Injunction shall be deemed to have been served upon the Gurson Defendants at the  
21 time of its execution by the Court.

22                        9) The Court finds there is no just reason for delay in entering this Injunction and, pursuant to  
23 Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this  
24 Injunction against the Gurson Defendants.

25                        10) The Court shall retain jurisdiction of this action to entertain such further proceedings and to  
26 enter such further orders as may be necessary or appropriate to implement and enforce the  
27 provisions of this Injunction.

11) The above-captioned action, shall, upon filing by Plaintiff of the Settlement Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation, and requesting entry of judgment against Defendant, be reopened should the Gurson Defendants default under the terms of the Settlement Agreement.

12) This Court shall retain jurisdiction over the Gurson Defendants for the purpose of making further orders necessary or proper for the construction or modification of this consent decree and judgment; the enforcement hereof; the punishment of any violations hereof; and for the possible entry of a further Judgment Pursuant to Stipulation in this action.

DATED:

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**Hon. Vaughn R. Walker  
Chief Judge, United States District Court  
for the Northern District of California**

**PRESENTED BY:**

~~J. Andrew Coombs, A Prof. Corp.~~

By:

J. Andrew Coombs

Annie S. Wang

Attorneys for Plaintiff Louis Vuitton Malletier, S.A.

Doktor Gurson,  
an individual and d/b/a InexpensiveDomains

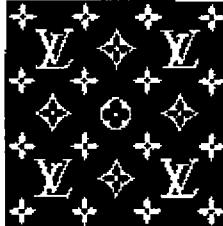
By:   
Doktor Gurson

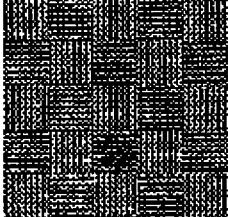
InexpensiveDomains.com, LLC,  
a California limited liability company

By:   
Doktor Gurson

**EXHIBIT A**

TRADEMARK	REGISTRATION NUMBER	TRADEMARK PICTURE	CLASS OF GOODS
Louis Vuitton (Interlocked Letters) in a Circle Design	286,345		18
Louis Vuitton (Interlocked Letters) and Monogram Canvas Design	297,594		18
LOUIS VUITTON	1,045,932	LOUIS VUITTON	18
Louis Vuitton (Interlocked Letters) Design	1,519,828		18
LOUIS VUITTON MALETIER A PARIS in Rectangle Design	1,615,681		16, 18
Louis Vuitton (Interlocked Letters) on Epi Leather Design	1,655,564		18
Louis Vuitton (Interlocked Letters) and Monogram Canvas Pattern Design	1,770,131		25

	TRADEMARK	REGISTRATION NUMBER	TRADEMARK PICTURE	CLASS OF GOODS
1	Louis Vuitton (Interlocked Letters) Design	1,794,905		16, 25
2				
3	Louis Vuitton (Interlocked Letters) and Monogram Canvas Design	1,875,198		16
4				
5				
6				
7	Louis Vuitton (Interlocked Letters)	1,938,808		14, 24
8				
9				
10				
11	LOUIS VUITTON World Mark	1,990,760	LOUIS VUITTON	16, 18, 24, 25
12				
13				
14				
15				
16	Louis Vuitton (Interlocked Letters) Design	2,291,907		34
17				
18				
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21				
22	LOUIS VUITTON	2,303,212	LOUIS VUITTON	34
23				
24	Louis Vuitton (Interlocked Letters) Design	2,361,695		25
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1	TRADEMARK	REGISTRATION NUMBER	TRADEMARK PICTURE	CLASS OF GOODS
2	LOUIS VUITTON PARIS and Damier (pattern design)	2,378,388		18

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**EXHIBIT B**

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date Published</u>	<u>Date Registered</u>
Multicolor Monogram – Black Print	VA 1-250-121	12/18/02	06/24/04
Multicolor Monogram – White Print	VA 1-250-120	12/18/02	06/24/04

**PROOF OF SERVICE**

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 E. Wilson Avenue, Suite 202 Glendale, California 91206.

On March 27, 2008, I served on the interested parties in this action with the:

- JOINT STIPULATION RE ENTRY OF CONSENT DECREE;  
[PROPOSED] CONSENT DECREE AND PERMANENT INJUNCTION

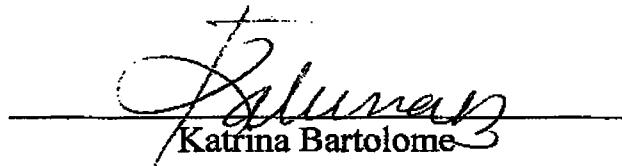
for the following civil action:

Louis Vuitton Malletier, S.A. v. Doktor Gurson, et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Doktor Gurson, an individual and d/b/a InexpensiveDomains 2611 Intrigue Lane Brentwood, CA 94513	InexpensiveDomains.com, LLC, a California limited liability company 2611 Intrigue Lane Brentwood, CA 94513
Tracy Jackson a/k/a Tracy Oakley, an individual and d/b/a TopOfTheLineFashions 2117 Fern Tree Court Bakersfield, CA 93304	

Place of Mailing: Glendale, California  
Executed on March 27, 2008 at Glendale, California



Katrina Bartolome